

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

1. UNITED PRESBYTERIAN CHURCH	)	
OF SHAWNEE, INC. an Oklahoma	)	
Not for Profit Corporation Church,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: CIV-17-524-R
	)	
1. CHURCH MUTUAL INSURANCE	)	
COMPANY, a foreign for-profit Insurance	)	
Corporation,	)	
	)	
Defendant.	)	

**COMPLAINT**

**A. Parties**

1. Plaintiff, United Presbyterian Church of Shawnee, Inc., is a not for profit church incorporated and organized under the laws of the State of Oklahoma and located in Shawnee, Oklahoma.
  
2. Defendant, Church Mutual Insurance Company, is a foreign for-profit insurance corporation, incorporated and organized under the laws of the State of Wisconsin.
  
3. The principal place of business for Defendant, Brotherhood Mutual Insurance Company is Merrill, Wisconsin.

4. The Defendant, Church Mutual Insurance Company is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

### **B. Jurisdiction**

6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs

### **C. Facts**

7. At all times material hereto, the Plaintiff, United Presbyterian Church of Shawnee, Inc., was insured under the terms and conditions of a property insurance policy, policy number 0169800-02-777313, issued by the Defendant, Church Mutual Insurance Company.

8. At all times material hereto, the Plaintiff, United Presbyterian Church of Shawnee, Inc., complied with the terms and conditions of its insurance policy.

9. On or about May 8, 2015, Plaintiff's church, located at 330 N. Beard Street in Shawnee, Oklahoma, was damaged as a result of wind and hail.

10. Wind and hail damage are covered perils not limited or excluded pursuant to the terms and conditions of Plaintiff's property insurance policy.

**D. Count I: Breach of Contract**

11. Plaintiff, United Presbyterian Church of Shawnee, Inc., hereby asserts, alleges and incorporates paragraphs 1-10 herein.

12. The property insurance policy No. 0169800-02-777313 issued by Defendant, Church Mutual Insurance Company, was in effect on May 8, 2015.

13. The acts and omissions of Defendant, Church Mutual Insurance Company, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant breached its contract with Plaintiff by failing to conduct a reasonable investigation of the Plaintiff's claim and by improperly denying and delaying payment for Plaintiff's wind and hail damaged roofing system, roofing sub-surface, and interior water damages. Defendant breached its contract with Plaintiff and acted in bad faith by refusing to properly and adequately address and issue payment for (1) obvious hail damage to Plaintiff's roofing system, (2) applicable code upgrade charges related to the concrete tile roof that Defendant acknowledged was damaged by a covered peril and paid to repair, and (3) the interior water damages resulting from the storm. Defendant's failure to issue proper and timely payment for these damages amounts to a breach of the insurance policy.

**E. Count II: Bad Faith**

14. Plaintiff, United Presbyterian Church of Shawnee, Inc., hereby asserts, alleges and incorporates paragraphs 1-13 herein.

15. The acts and omissions of the Defendant, Church Mutual Insurance Company, in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

16. The acts and omissions of Defendant, Church Mutual Insurance Company, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a bad faith breach of contract for which extra-contractual damages are hereby sought. Defendant failed to conduct a reasonable investigation of the Plaintiff's claim and acted in bad faith by improperly denying and delaying payment for Plaintiff's wind and hail damaged roofing system, roofing sub-surface, and interior water damages. Defendant breached its contract with Plaintiff and acted in bad faith by refusing to properly and adequately address and issue payment for (1) obvious hail damage to Plaintiff's roofing system, (2) applicable code upgrade charges related to the concrete tile roof that Defendant acknowledged was damaged by a covered peril and paid to repair, and (3) the interior water damages resulting from the storm. Defendant's failure to issue proper and timely payment for these damages amounts to a bad faith breach of the insurance policy.

**F. Count III: Punitive Damages**

17. Plaintiff, United Presbyterian Church of Shawnee, Inc., hereby asserts, alleges and incorporates paragraphs 1-16 herein.

18. The unreasonable conduct of the Defendant, Church Mutual Insurance Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff, United Presbyterian Church of Shawnee, Inc., for which punitive damages are hereby sought.

**G. Demand for Jury Trial**

19. The Plaintiff, United Presbyterian Church of Shawnee, Inc., hereby requests that the matters set forth herein be determined by a jury.

**H. Prayer**

20. Having properly pled, the Plaintiff, United Presbyterian Church of Shawnee, Inc., hereby seeks contractual, bad faith and punitive damages against the Defendant, Church Mutual Insurance Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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